

Exhibit 48

From: "biolife@protonmail.com" <biolife@protonmail.com>
To: tommylisa888@yahoo.com <tommylisa888@yahoo.com>
Cc: Islandlife808 <Islandlife808@protonmail.com>
Sent: Tuesday, March 2, 2021, 11:20:48 PM PST
Subject: Proposal and financial summary

Hi Tommy,

This comes a couple weeks late, however, we wanted to make sure it covered all the bases and was a good offering on both sides.

To begin with, it would be good for us to set up a short call just to walk you through the various aspects of the offer here.

Some of this came directly from our conversations and some from the conversations you and L had. Collectively, this should cover the basics and all the fine points can be ironed out in the actual agreement provided we can agree on terms

A few points to highlight~

- the offer includes the purchase (at normal price of 12.75\$/kg) 350 tons which L mentioned you had en route, payable up front
- the offering considers the \$1/kg royalty price for a period of 6 years
- the figures outline
- the offering does not include any consideration for the 520+/- tons which we have had to hold on due to the off spec / quality / salmonella / e. coli issues. We will need to figure out where this goes in. As a place holder I was ok with disbursing the payback of this over a period of 2 years, when payments start. We can discuss this further, at the end of the day, like you, we want to make a deal work and not hold it up. This is the entire point behind the concept of our partnership. If we can both be
- L mentioned that you were open to giving us a period of 1 year for us to work together to try and gain the vast majority of the marketshare, thus allowing for the best result for all parties in the long term. It was mentioned that we could hold on payments for 1 year while we both sold product at cost to pull in as much of the marketshare as possible.
- we would manage the daily efforts of operations and allow you to function strictly in an executive capacity.
- terms on the leases of building in LA can be discussed further later on, L mentioned that we needed to discuss some different options you guys spoke about
- the offer considers a 35% payback (commission we called it) on discounts we achieve by your negotiations. This 35% is rest each year. As we increase volume and bring on our own facilities we would have the opportunity to get better pricing year over year. This figure of course can grow beyond where the financial projections sit, in the financial "importation analysis"
- all of the financial data is summarized in the table at the top of the importation analysis

A short mention that I also wanted bring you in the loop on, with our new extraction facilities we have the ability to extract over 500 tons per month in just extracts, without even running at 70% of our multiple facilities' operating capacity. We have ability to produce over 1.2 billion capsules per year with the new facility for this that we are currently moving. Powders, we can produce about 2-3M powder packs a month without running more than 12 hours a day. 2.5M shot bottles per week. The list goes on into a host of other product formats and packages. All of this ends up fully professionally boxed, cartoned, cased, palletized and readied to go out. Our entire operation is backboned by custom

built software that allows us full enterprise level control of all functions and features of the business in real time. What I mean by this is that we are well set up to launch into well over 900+ tons of ***finished goods, ready to go to a customer, per month. This is without ramping everything up all the way and without going through anything crazy to reach this volume production wise. We have equally enforced all other areas of our business. With us combining our efforts I believe we can bring a . We would also bring down our profit margins across the board to only cover facility expansions to accelerate the market takeover, just as you had offered to give a leeway period for the first 12 months, this will give us the strength in the market we need to access the marketshare thats available. With the consistency and guarantee of the material coming from the new facility this will fully enable control of the supply to guarantee quality to customers and be able to back it up with full and unmatched consistency. Ultimately, both of us are well positioned to make this a successful venture. It will take both of us, though.

It would be great to get on a short call and just walk through any items here. Let me know a couple times that would be good for you.

I appreciate your consideration and look forward to future work together and hopefully reaching agreeable terms on the opportunity.

Thanks
Payton

CONFIDENTIAL

March 1, 2021

RE: A Memorandum of Understanding (the “MOU”) for the potential acquisition of an established import company

LGI Holdings, LLC is pleased to provide this MOU regarding the opportunity to acquire ownership in an established importation company (the “Opportunity”).

This MOU is non-binding except for specific terms defined herein. There is no obligation related to the proposed Opportunity or outlined terms in this MOU until a formal binding agreement is signed by all relevant Parties.

We very much look forward to continued discussions.

Parties

COMPANY NAME (the “Business,” or the “Seller”)

LGI Holdings, LLC, or other related entity for purposes of the Opportunity (“LGI,” or the “Buyer”)

Purpose

The purpose of this non-binding MOU is to outline the offering terms for the acquisition. The Buyer may require additional diligence materials to complete a thorough evaluation of the Opportunity. Once the acquisition terms outlined in this MOU are, reviewed and approved by both the Seller and the Buyer (together, the “Parties”), a formal, binding Purchase and Sale Agreement (“PSA”) will be structured.

Transaction Overview and Structure

Based on our preliminary review of the information provided and subject to the conditions set forth below, LGI is pleased to submit this non-binding MOU in consideration for ownership of the Business. LGI proposes the following offering terms:

Term of Arrangement: Six (6) Years (the “Term”)

Royalty Payments: Royalty payments of USD 1.00 per kilogram of received, tested, and accepted raw materials to be paid monthly in arrears commencing on the 12th month following execution of a mutually agreeable PSA. Accepted shall mean that the materials meet the specifications required by the Buyer to successfully produce goods for sale.

Discount Incentive Sharing: A Commission for obtaining discounts to the then current wholesale price per kilogram will be paid to the Seller at the rate of 35.0% of the Net Discount Value. Commissions are to be paid monthly in arrears commencing on the 12th month following execution of a mutually agreeable PSA and payable only once the discount is achieved. Net Discount Value shall be calculated by subtracting the Discounted Expense from the Beginning Expense during the Period, less a variable OpEx Deduction. The Commission will be 35.0% of the Net Discount Value. This is further detailed in Exhibit A “Importation Analysis.”

The offering will be contingent on the following:

- Successful transfer of control and ownership of the facilities;
- Introduction to all major contacts at the origination sites in Indonesia;

- Successful transfer of the lease for any warehousing facilities, domestic or otherwise, used by the Business;
- Continued support throughout the Term to ensure continuity of the Business' daily operations;
- Guarantee that the import and supply channels previously established, utilizing previously established importation means and methods, will be maintained and remain operational throughout the Term; and
- Assistance with and coordination of the build out of a farming management and agricultural processing structure in Indonesia.

Existing Supply Contract Payments and Release: Upon the effective date of the executed PSA, Buyer will compensate Seller for any outstanding payments due under the existing supply contract between Seller and Buyer. Buyer will also be credited for 550 tons of material that was delivered under the existing supply contract that did not meet Buyer's specifications (the "Buyer Credit"). The Buyer Credit will be realized in equal monthly installments over a 24-month period, commencing in month 13 of this agreement. Upon execution of the PSA, the Seller will execute a Termination and Release of the existing supply contract.

Exclusivity and Confidentiality

If the Seller is interested in pursuing the proposed Opportunity, the Buyer would require thirty (30) days of exclusivity (the "Exclusivity Period") to finalize our due diligence and negotiate definitive documentation, subject to a 30-day extension so long as the Buyer is working in good faith to finalize the agreement at the initial expiration date. In order to complete our due diligence, LGI will need reasonable access to Seller's financial documents and the ability to share that information with our team in a manner that protects the confidentiality of the Business and the Seller. A Confidentiality Agreement is enclosed as Exhibit B.

Non-Binding Commitment

This MOU is confidential and may not be disclosed other than to you, the Seller, and its advisors on a strictly need-to-know basis. It is not intended, and shall not be deemed, to create any binding obligation on the part of the Buyer, or any of its affiliates, to engage in any formal agreement with the Seller or to continue its consideration of any such an agreement. Subject to the immediately following sentence, none of the Parties shall be bound in any way in connection with this MOU unless and until the Parties execute a mutually agreeable PSA, and then shall be bound only in accordance with the terms of such PSA. Notwithstanding anything to the contrary in this MOU, the Exclusivity and Confidentiality Agreement, once executed by the Parties, shall constitute binding obligations of the Parties.

Acceptance

LGI Holdings, LLC

BY: _____
 NAME: _____
 TITLE: _____
 DATE: _____

XXX

BY: _____
 NAME: _____
 TITLE: _____
 DATE: _____

EXHIBIT A

Importation Analysis

Disclaimer: This analysis has been prepared and made available on a confidential basis by LGI and its affiliates solely for informational purposes based on its own information. This analysis has been prepared to assist the Parties in making an evaluation of the Opportunity and does not purport to contain all of the information that may be relevant. In all cases, the Parties should conduct their own investigation and analysis.

This analysis is for informational purposes only and does not constitute a guarantee of performance.

EXHIBIT B

Confidentiality Agreement

LGI Holdings LLC
Importation Analysis

Project Capital Requirements								
	Effective Date	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	TOTAL
Outstanding Payments*	\$4,275,711							\$4,275,711
Royalty Parameters (EOM)		\$3,810,180	\$4,626,648	\$5,443,115	\$6,259,582	\$7,076,049	\$7,892,517	\$35,108,091
Discount Incentive Sharing (EOM)		\$0	\$1,214,495	\$247,662	\$218,209	\$177,405	\$126,797	\$1,984,568
Total	\$4,275,711	\$3,810,180	\$5,841,143	\$5,690,777	\$6,477,791	\$7,253,454	\$8,019,314	\$41,368,371

Royalty Parameters					
Period	Monthly Tonnage**	Monthly Weight (kg)	Royalty Value / kg	Annual Royalty	Monthly Royalty
Year 1	350	317,515.0 kg	\$1.00	\$3,810,180	\$317,515
Year 2	425	385,554.0 kg	\$1.00	\$4,626,648	\$385,554
Year 3	500	453,592.9 kg	\$1.00	\$5,443,115	\$453,593
Year 4	575	521,631.8 kg	\$1.00	\$6,259,582	\$521,632
Year 5	650	589,670.8 kg	\$1.00	\$7,076,049	\$589,671
Year 6	725	657,709.7 kg	\$1.00	\$7,892,517	\$657,710

Discount Incentive Sharing										
Period	Monthly Tonnage**	Monthly Weight (kg)	Beginning Expense / kg	Pro Forma Discount***	Discounted Expense / kg	Periodic Discount Value	OpEx Deduction (\$0.25/kg)	Net Discount Value	Annual Commission (35.0%)	Monthly Commission
Year 1	350	317,515.0 kg	\$5.75	0.0%	\$5.75	\$0	\$952,545	\$0	\$0	\$0
Year 2	425	385,554.0 kg	\$5.75	17.4%	\$4.75	\$4,626,648	\$1,156,662	\$3,469,986	\$1,214,495	\$101,208
Year 3	500	453,592.9 kg	\$4.75	8.0%	\$4.37	\$2,068,384	\$1,360,779	\$707,605	\$247,662	\$20,638
Year 4	575	521,631.8 kg	\$4.37	8.0%	\$4.02	\$2,188,350	\$1,564,896	\$623,454	\$218,209	\$18,184
Year 5	650	589,670.8 kg	\$4.02	8.0%	\$3.70	\$2,275,884	\$1,769,012	\$506,872	\$177,405	\$14,784
Year 6	725	657,709.7 kg	\$3.70	8.0%	\$3.40	\$2,335,407	\$1,973,129	\$362,278	\$126,797	\$10,566

*Outstanding Payments, as referenced in the MOU, assumes the purchase of March 2021 inventory of 350 tons of raw material according to the terms of the existing supply contract

**Monthly Tonnage values are speculative and are not in any way guaranteed.

***Pro Forma Discount values are speculative and are not in any way guaranteed.

Buyer Credit, as referenced in the MOU, is not reflected in the pro forma values depicted above